

**UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF MICHIGAN**

UNITED STATES OF AMERICA	§	Claim No: 1999A16510
	§	
vs.	§	
	§	
Tonya S. Gillespie		

COMPLAINT

TO THE HONORABLE UNITED STATES DISTRICT COURT JUDGE:

The United States of America, plaintiff, alleges that:

Jurisdiction

1. This Court has jurisdiction over the subject matter of this action pursuant to Article III, Section 2, U.S. Constitution and 28 U.S.C. § 1345.

Venue

2. The defendant is a resident of Washtenaw County, Michigan within the jurisdiction of this Court and may be served with service of process at 1622 1/2 Pear St, Ann Arbor, Michigan 48105.

The Debt

3. The debt owed the USA is as follows:

A. Current Principal (<i>after application of all prior payments, credits, and offsets</i>)	\$3,524.64
B. Current Capitalized Interest Balance and Accrued Interest	\$3,197.96
C. Administrative Fee, Costs, Penalties	\$0.00
D. Credits previously applied (<i>Debtor payments, credits, and offsets</i>)	\$0.00

E. Attorneys fees	\$0.00
Total Owed	\$6,722.60

The Certificate of Indebtedness, attached as Exhibit A", shows the total owed excluding attorney's fees and CIF charges. The principal balance and the interest balance shown on the Certificate of Indebtedness is correct as of the date of the Certificate of Indebtedness after application of all prior payments, credits, and offsets. Prejudgment interest accrues at the rate of 8.250% per annum.

Failure to Pay

4. Demand has been made upon the defendant for payment of the indebtedness, and the defendant has neglected and refused to pay the same.

WHEREFORE, USA prays for judgment:

A. For the sums set forth in paragraph 3 above, plus prejudgment interest through the date of judgment, all administrative costs allowed by law, and post-judgment interest pursuant to 28 U.S.C. § 1961 that interest on the judgment be at the legal rate until paid in full;

B. For attorneys' fees to the extent allowed by law; and,

C. For such other relief which the Court deems proper.

Respectfully submitted,

By: s/Charles J. Holzman (P35625)
Holzman Corkery, PLLC
Attorneys for Plaintiff
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U. S. DEPARTMENT OF EDUCATION
SAN FRANCISCO, CALIFORNIA

CERTIFICATE OF INDEBTEDNESS

Tonya S Gillespie
1622 1/2 Pear St
Ann Arbor, MI 48105

I certify that Department of Education records show that the borrower named above is indebted to the United States in the amount stated below plus additional interest from 06/04/99.

On or about 05/22/97, the borrower executed promissory note(s) to secure loan(s) of \$3,774.64, from William D. Ford Federal Direct Loan Program. The loan was made by the Department under the William D. Ford Federal Direct Loan Program under Title IV, Part D of the Higher Education Act of 1965, as amended, 20 U.S.C. 1087a et. seq. (34 CFR Part 685). The Department demanded payment according to the terms of the note(s), and the borrower defaulted on the obligation on 09/09/97. The Department has credited \$0.00 from all sources, including Treasury Department offsets, if any to the balance. After application of these payments, the borrower now owes the United States the following:

Principal:	<u>\$3,524.64</u>
Interest:	<u>\$561.59</u>
Administrative/Collection Costs:	<u>\$0.00</u>
Late Fees:	<u>\$0.00</u>
Total debt as of <u>06/04/99</u> :	<u>\$4,086.23</u>

Interest accrues on the principal shown here at the rate of 8.25 % per annum and a daily rate of \$0.80.

Pursuant to 28 U.S.C. § 1746(2), I certify under penalty of perjury that the foregoing is true and correct.

Executed on: 7/16/99

Name: [Signature]

Title: LOAN ANALYST

Branch: LITIGATION BRANCH

Direct Loans

William D. Ford Federal Direct Loan Program

Federal Direct Consolidation Loan Promissory Note

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OMB No. 1840-0683
Form Approved
Exp. Date 1/31/99

WARNING: Any person who knowingly makes a false statement or misrepresentation on this form shall be subject to penalties which may include fines, imprisonment, or both, under the U.S. Criminal Code and 20 U.S.C. 1097.

Section A: Borrower Information (Completed by U.S. Department of Education)

Tonya Gillespie
1622 1/2 Pear.
Ann Arbor MI 48105

If any of the preprinted personal information is incorrect, check here ☐, put a line through any incorrect information, enter it correctly below, and initial the correction.

Borrower's SSN

Spouse's SSN (if applicable)

Borrower's Name

Spouse's Name (if applicable)

Permanent Street Address

City, State, Zip Code

Home Area Code / Telephone Number

Section B: Loans Consolidated

Loan Identification Number

Loan Type

Amount

Subsidized
97G7777810101

\$ 3870.91

Section C: Promissory Note (Continued on reverse side)

To be completed and signed by borrower and spouse, if applicable.

Promise to Pay:

I promise to pay to the U.S. Department of Education (ED) all sums (hereafter "loan" or "loans") disbursed under the terms of this Promissory Note to discharge my prior loan obligations, plus interest, and other fees that may become due as provided in this Promissory Note. If I fail to make payments on this Promissory Note when due, I will also pay collection costs including attorney's fees and court costs. I understand that ED will on my behalf send funds to the holder(s) of the loan(s) in order to pay off this loan(s). I further understand that the amount of this loan equals the sum of the amount(s) that the holder(s) of the loan(s) verified as the payoff balance(s) on that loan(s) selected for consolidation. My signature on this Promissory Note will serve as my authorization to pay off the balance(s) of the loan(s) selected for consolidation as provided by the holder(s) of such loan(s).

I understand that the total amount of this loan may exceed the amounts listed above under Loans Consolidated if I do not continue to make monthly payments to my current loan holder(s) until the time I am notified that my Federal Direct Consolidation Loan has been made or because of collection costs or additional interest that may accrue after the date this Promissory Note was prepared. I understand that I am obligated to repay these additional amounts under the terms of this Promissory Note.

I understand that this is a Promissory Note. I will not sign this Promissory Note before reading it, including the text on the reverse side, even if I am advised not to read the Promissory Note. I am entitled to an exact copy of this Promissory Note and a statement of the Borrower's Rights and Responsibilities. My signature certifies that I have read, understand, and agree, to the terms and conditions of this Promissory Note, including the Borrower Certification and Authorization printed on the reverse side and the accompanying Borrower's Rights and Responsibilities.

If consolidating jointly with my spouse, we agree to the same terms and conditions contained in the Borrower Certification and Authorization. In addition, we confirm that we are legally married to each other and understand and agree that we are and will continue to be held jointly and severally liable for the entire amount of the debt represented by the Federal Direct Consolidation Loan without regard to the amounts of our individual loan obligations that are consolidated and without regard to any change that may occur in our marital status. We understand that this means that one of us may be required to pay the entire amount due if the other is unable or refuses to pay. We understand that the Federal Direct Consolidation Loan we are applying for will be cancelled only if both of us qualify for cancellation. We further understand that we may postpone repayment of the loan only if we provide ED with a written request that confirms Federal Direct Consolidation Loan Program deferment or forbearance eligibility for both of us.

I UNDERSTAND THAT THIS IS A FEDERAL LOAN THAT I MUST REPAY.

Signature of Borrower

Tonya Gillespie

Date

5/24/97

Signature of Spouse (if consolidating jointly)

Date

I certify under penalty of
perjury that this is a true
and exact copy of the
original promissory note.

T. N. 6.15.99
Name Date